

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Insolvency Services Group, Inc.	10/29/2010
RECEIVING PARTY DATA	
Name:	Kinetic Traction Systems, Inc.
Street Address:	20751 Marilla Street
City:	Chatsworth
State/Country:	CALIFORNIA
Postal Code:	91311
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	5760508
Patent Number:	6150742
CORRESPONDENCE DATA	
Fax Number:	(949)720-0182
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	949-224-6282
Email:	patent@buchalter.com
Correspondent Name:	Sandra P. Thompson
Address Line 1:	18400 Von Karman Ave., Suite 800
Address Line 4:	Irvine, CALIFORNIA 92612-0514
ATTORNEY DOCKET NUMBER:	I1086-0025
NAME OF SUBMITTER:	Sandra P. Thompson
Total Attachments: 6 source=KineticPatentAssignment#page1.tif source=KineticPatentAssignment#page2.tif source=KineticPatentAssignment#page3.tif source=KineticPatentAssignment#page4.tif source=KineticPatentAssignment#page5.tif source=KineticPatentAssignment#page6.tif	

CH \$80.00 5760508

**RECORDATION FORM COVER SHEET
PATENTS ONLY**

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

Insolvency Services Group, Inc.

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) October 29, 2010

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other _____

2. Name and address of receiving party(ies)

Name: Kinetic Traction Systems, Inc.

Internal Address: _____

Street Address: 20751 Marilla Street

City: Chatsworth

State: CA

Country: US Zip: 91311

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

5,760,508 & 6,150,742

Additional numbers attached? ☐ Yes ☒ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Sandra P. Thompson

Internal Address: _____

Street Address: Buchalter Nemer

18400 Von Karman Blvd., Suite 800

City: Irvine

State: CA Zip: 92612-0514

Phone Number: 949-224-6282

Fax Number: 949-720-0182

Email Address: patent@buchalter.com

6. Total number of applications and patents involved: 2

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 80.00

- ☒ Authorized to be charged to deposit account
☐ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

Deposit Account Number 500977

Authorized User Name Buchalter Nemer

9. Signature:

/Sandra P. Thompson/
Signature

April 5, 2011
Date

Sandra P. Thompson
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

PATENT ASSIGNMENT

WHEREAS, this Patent Assignment ("Assignment") is made and entered into by and between Insolvency Services Group, Inc., a California corporation, with its address at 9107 Wilshire Blvd., Ste 800, Beverly Hills, CA 90210 (the "Seller"), acting solely in its capacity as the Assignee for the Benefit of the Creditors of Pentadyne Power Corporation, a Delaware corporation (the "Assignor"), pursuant to that General Assignment entered into by and between Seller and Assignor, and Kinetic Traction Systems, Inc., a Delaware corporation with its address at 20751 Marilla Street, Chatsworth, CA 91311 (the "Buyer").

WHEREAS, Seller intends hereby to assign and convey all right, title and interest assigned and conveyed to Seller by Assignor pursuant to the General Assignment in and to certain patents, patent applications and inventions, as identified in Schedule A, Patent/Applications, attached hereto and incorporated herein by reference, along with any improvements thereto, and all continuations, divisions, continuations-in-part, extensions or reissues thereof, together with all rights, interests and obligations running toward or granted to Seller pursuant to the General Assignment and together with all claims and demands that Seller may have, at law or in equity, whether presently known, unknown, accrued or to accrue, arising out of past or present infringements of such patent rights, including, without limitation, the right to recover all claims for damages and compensation, and Seller's foreign rights to said inventions in all patent granting countries of the world, including, without limitation, the right to file applications or to obtain patents for said inventions in its own name in said countries under the terms of the Paris Convention for the Protection of Intellectual Property, together with all of Seller's rights of priority and all other rights under any and all international agreements to which the United States adheres (collectively, the "Assigned Patents"); and

WHEREAS, Buyer desires to accept, receive and acquire from Seller all right, title and interest assigned and conveyed to Seller by Assignor pursuant to the General Assignment in and to the Assigned Patents; and

WHEREAS, Seller and Buyer are concurrently executing a certain Asset Purchase Agreement, with an effective date of the date hereof ("APA"), which provides for this Assignment of the Assigned Patents; and

WHEREAS, it is desired that the assignment of the Assigned Patents, and registrations and applications therefore, be made of record in the United States Patent and Trademark Office, and other appropriate Patent and Trademark Offices;

NOW, THEREFORE, pursuant to said APA, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller makes the following assignment and the parties hereto agree as follows:

1. Assignment. Seller hereby sells, assigns, transfers and sets over to Buyer the entire right, title and interest in and to the Assigned Patents assigned and conveyed to Seller by Assignor in and to the Assigned Patents pursuant to the General Assignment.
2. Assumption of Assigned Patents. Buyer hereby accepts, receives and acquires from Seller all right, title and interest assigned and conveyed to Seller by Assignor in and to the

Assigned Patents pursuant to the General Assignment, and assumes any and all duties and obligations in connection therewith.

3. Terms. The terms and covenants of this Assignment shall inure to the benefit of Seller and Buyer, their successors, assigns and other legal representatives, and shall be binding on each party and their successors, assigns and other legal representatives.

4. Cooperation. Seller and Buyer each agree to execute any and all documents and to do all other lawful acts as may be required or necessary to establish the rights assigned herein and the duties assumed hereunder, including any actions necessary to effectuate the transfer of the Assigned Patents.

5. Nothing contained in this Agreement shall in any way supersede, modify, replace, amend, change, rescind, expand, exceed or enlarge or in any way affect the provisions, including the warranties, covenants, agreements, conditions or in general, any rights and remedies, and any of the obligations of any party to the APA as set forth therein, which shall, to the extent provided in the APA, survive the execution and delivery of this Agreement and the performance of the consummation of all transactions provided for in the APA.

6. This Agreement shall be governed by and construed under the laws of the State of California without regard to conflicts of laws principles that would require the application of any other law.

7. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original copy of this Agreement and all of which, when taken together, shall be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by e-mail or facsimile transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by e-mail or facsimile shall be deemed to be their original signatures for all purposes.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Patent Assignment as of this
October 29, 2010.

SELLER:

INSOLVENCY SERVICES GROUP, INC.

acting solely in its capacity as the Assignee for the
Benefit of the Creditors of Assignor

By: 

Name: Joel B. Weinberg

Title: President

BUYER:

KINETIC TRACTION SYSTEMS, INC.

By: _____

Name: Richard Newark

Title: President

IN WITNESS WHEREOF, the parties have executed this Patent Assignment as of this
October 29, 2010.

SELLER:

INSOLVENCY SERVICES GROUP, INC.

acting solely in its capacity as the Assignee for the
Benefit of the Creditors of Assignor

By: _____
Name: Joel B. Weinberg
Title: President

BUYER:

KINETIC TRACTION SYSTEMS, INC.

By: RP [Signature] for RICHARD NEWARK
Name: Richard Newark
Title: President

Schedule A

Patents/Applications

The Patents assigned hereunder by Seller, and accepted by Buyer, include, without limitation and without regard as to quantity, the following:

U.S. PATENT NO.	GRANT DATE	TITLE
5,760,508	June 2, 1998	ENERGY STORAGE AND CONVERSION DEVICES
6,150,742	November 21, 2000	ENERGY STORAGE AND CONVERSION APPARATUS

BN 6769671v3